

**Fill in this information to identify the case:**

Debtor 1 JEREMIAS OLIVO A/K/A JEREMIAS OLIVO-GOMEZ

Debtor 2  
(Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of Pennsylvania

Case number 19-16337-amc

**Official Form 410S2**

**Notice of Postpetition Mortgage Fees, Expenses, and Charges**

12/16

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any fees, expenses, and charges incurred after the bankruptcy filing that you assert are recoverable against the debtor or against the debtor's principal residence.

File this form as a supplement to your proof of claim. See Bankruptcy Rule 3002.1.

Name of creditor: Freedom Mortgage Corporation

Court claim no. (if known): 4

Last four digits of any number you use to identify the debtor's account: 2248

Does this notice supplement a prior notice of postpetition fees, expenses, and charges?

- ☐ No  
☒ Yes. Date of the last notice: 05/20/2020

**Part 1: Itemize Postpetition Fees, Expenses, and Charges**

Itemize the fees, expenses, and charges incurred on the debtor's mortgage account after the petition was filed. Do not include any escrow account disbursements or any amounts previously itemized in a notice filed in this case. If the court has previously approved an amount, indicate that approval in parentheses after the date the amount was incurred.

Description	Dates incurred	Amount
1. Late charges		(1) \$ <u>0.00</u>
2. Non-sufficient funds (NSF) fees		(2) \$ <u>0.00</u>
3. Attorney's fees (Plan Review)		(3) \$ <u>0.00</u>
4. Filing fees and court costs		(4) \$ <u>0.00</u>
5. Bankruptcy/Proof of claim fees		(5) \$ <u>0.00</u>
6. Appraisal/Broker's price opinion fees		(6) \$ <u>0.00</u>
7. Property inspection fees		(7) \$ <u>0.00</u>
8. Tax advances (non-escrow)		(8) \$ <u>0.00</u>
9. Insurance advances (non-escrow)		(9) \$ <u>0.00</u>
10. Property preservation expenses. Specify:		(10) \$ <u>0.00</u>
11. Other. Specify: Pursuant to paragraphs 3 and 4 of the Stipulation filed on 06/09/2021 and the Order entered on 06/11/2021	<u>08/2020-10/2020 – (3) monthly payments at \$654.70 each; 11/2020 – (1) monthly payment at \$680.52; 12/2020-05/2021 – (6) monthly payments at \$678.23; less suspense in the amount of \$618.14; attorney fees and costs in the amount of \$1,238.00</u>	(11) \$ <u>7,333.86</u>
12. Other. Specify:		(12) \$ <u>0.00</u>
13. Other. Specify:		(13) \$ <u>0.00</u>
14. Other. Specify:		(14) \$ <u>0.00</u>

The debtor or trustee may challenge whether the fees, expenses, and charges you listed are required to be paid.  
See 11 U.S.C. § 1322(b)(5) and Bankruptcy Rule 3002.1.

Debtor1 JEREMIAS OLIVO A/K/A JEREMIAS OLIVO-GOMEZ Case number (if known) 19-16337-amc  
First Name Middle Name Last Name

## Part 2: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

- ☐ I am the creditor.  
☒ I am the creditor's authorized agent. (Attach copy of power of attorney, if any.)

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

**x** /s/Andrew Spivack  
Signature

Date 06/22/2021

Print: Andrew Spivack, Esquire (84439)  
First Name Middle Name Last Name

Title Attorney

Company Brock & Scott, PLLC

Address 302 Fellowship Road, Suite 130  
Number Street

Mount Laurel, NJ 08054  
City State ZIP Code

Contact phone 844-856-6646 x3017

Email PABKR@brockandscott.com

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**  
*Philadelphia Division*

IN RE: JEREMIAS OLIVO A/K/A JEREMIAS OLIVO- GOMEZ	Case No. 19-16337-amc
Freedom Mortgage Corporation,  Movant  vs.  JEREMIAS OLIVO A/K/A JEREMIAS OLIVO- GOMEZ,  Debtor.	Chapter 13

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and exact copy of the foregoing Notice Of Postpetition Mortgage Fees, Expenses, And Charges has been electronically served or mailed, postage prepaid on June 23, 2021 to the following:

JEREMIAS OLIVO  
2854 LARDNER STREET  
PHILADELPHIA, PA 19149

Stephen Matthew Dunne, Debtor's Attorney  
Dunne Law Offices, P.C.  
1515 Market Street, Suite 1200  
Philadelphia, PA 19102  
[bestcasesstephen@gmail.com](mailto:bestcasesstephen@gmail.com)

William C. Miller, Bankruptcy Trustee  
Chapter 13 Trustee  
P.O. Box 1229  
Philadelphia, PA 19105

United States Trustee, US Trustee  
200 Chestnut Street  
Suite 502  
Philadelphia, PA 19106

*/s/ Andrew Spivack*  
Andrew Spivack, Esquire  
(Bar No. 84439)  
Attorney for Creditor  
BROCK & SCOTT, PLLC  
302 Fellowship Road, Suite 130  
Mount Laurel, NJ 08054  
Telephone: 844-856-6646 x3017  
Facsimile: 704-369-0760  
E-Mail: [PABKR@brockandscott.com](mailto:PABKR@brockandscott.com)

# **EXHIBIT “A”**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (Philadelphia)**

IN RE: JEREMIAS OLIVO	Case No. 19-16337-amc
Debtor	
FREEDOM MORTGAGE CORPORATION,  Movant	Chapter 13
vs. JEREMIAS OLIVO Aka Jeremias Olivo-Gomez	11 U.S.C. §362
Respondent	

**STIPULATION IN SETTLEMENT OF MOTION FOR RELIEF  
FROM THE AUTOMATIC STAY**

It is hereby stipulated by and between Brock & Scott, PLLC, counsel for the Movant, FREEDOM MORTGAGE CORPORATION, and Stephen Matthew Dunne, Esquire, counsel for the Debtor, as follows:

1. The Automatic Stay as provided by Section 362 of the Bankruptcy Code shall remain in full force and effect conditioned upon the terms and conditions set forth herein.
2. This Stipulation pertains to the property located at **2854 Lardner Street, Philadelphia, PA 19149**, mortgage account ending with “**2248**”.
3. The parties agree that the total post-petition arrearage consists of three (3) monthly payments for the months of August, 2020 through October, 2020 at \$654.70 each; one (1) monthly payment for the month of November, 2020 at \$680.52; six (6) monthly payments for the months of December, 2020 through May, 2021 at \$678.23 each; less suspense in the amount of \$618.14; attorney fees and costs in the amount of 1,238.00; resulting in the total post-petition arrearage amount of **\$7,333.86**.
4. Within ten (10) days from the date that this stipulation is approved by the Court, Debtor agrees to amend the Chapter 13 Plan to include the aforementioned post-petition delinquency in the amount of **\$9,464.86** (\$7,333.86 plus \$2,131 which represents the postpetition fee notice for 5/20/2020 in the amount of \$1,231.00 and 5/24/2020 in the amount of \$900). The parties agree that the Movant may

file a Notice of Post-Petition Fees, Charges and Expenses as a supplement to the filed Proof of Claim for the above-stated amount and that same shall be deemed approved upon entry of the Order approving this Stipulation.

5. The parties agree that the allowed total secured claim of Movant for pre-petition arrearages in the amount of **\$20,643.80** and Post-Petition supplement in the amount of **\$9,464.86** will be paid, in full, through the Amended Chapter 13 Plan. The total delinquency to be paid to Movant through the Chapter 13 Plan is **\$30,108.66**.
6. Debtor agrees to remain current post-petition from this day forward. Beginning June 1, 2021, all subsequent monthly payments and late charges shall be due in accordance with the terms of the Mortgage. All payments made pursuant to this Stipulation shall be by certified check or money order payable to **FREEDOM MORTGAGE, FREEDOM MORTGAGE / ATTN: CASH PROCESSING, 10500 KINCAID DRIVE, FISHERS, IN 46037**.
7. If Debtor provide sufficient proof (front and back copies of checks or money orders) of payments made, but not already credited, the account will be adjusted accordingly.
8. Should the Debtor fail to make any of the above captioned payments, or if any regular monthly mortgage payment commencing after the cure of the post-petition delinquency is more than fifteen (15) days late, Movant may send Debtor and counsel, if applicable, a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days of the date of the Notice, Movant shall file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay under §362, waiving FED. R. Bankr. P. 3002.1 and waiving Rule 4001(a)(3) so that the Relief Order is immediately effective and enforceable.
9. In the event the Debtor(s) convert to a Chapter 7 during the pendency of this bankruptcy case, the Debtor shall cure all arrears within ten (10) days from the date of conversion in order to bring the loan contractually current. Should the Debtor fail to bring the loan contractually current, Movant shall send Debtor and counsel a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days of the date of the Notice, Movant shall file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay under §362, and waiving Rule 4001(a)(3) so that the Relief Order is immediately effective and enforceable.
10. Debtor's tendering of a check to Freedom Mortgage, which is subsequently returned due to insufficient funds in the account upon which the check is drawn, shall not constitute payment as the term is used in this Stipulation.

11. The parties stipulate that Movant shall be permitted to communicate with the Debtor and Debtor's Counsel to the extent necessary to comply with applicable non-bankruptcy law.
12. The parties agree that a facsimile signature shall be considered an original signature.

Dated: May 27, 2021

/s/ Andrew Spivack

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Andrew Spivack, Esq.  
Attorney for Movant

*/s. Stephen M. Dunne*

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Dunne Law Offices, P.C., Esquire  
Attorney for Debtor

*/s/ William C. Miller*

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William C. Miller, Esquire, Trustee

\*\*without prejudice to any of our rights and remedies



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (Philadelphia)**

IN RE: JEREMIAS OLIVO	Case No. 19-16337-amc
Debtor	
FREEDOM MORTGAGE CORPORATION, Movant	Chapter 13
vs. JEREMIAS OLIVO Aka Jeremias Olivo-Gomez	11 U.S.C. §362
Respondents	

**ORDER**

**AND NOW**, this            day of           , 2021, it is hereby **ORDERED** that the corresponding Stipulation is hereby approved, shall be, and is hereby made an Order of this Court.



**Date: June 11, 2021**

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Honorable Ashely M. Chan  
United States Bankruptcy Judge